

**Amendment to the Agreement  
Between  
Dialog Telecommunications, Inc.  
and  
BellSouth Telecommunications, Inc.  
Dated March 8, 2006**

Pursuant to this Amendment, (the "Amendment"), Dialog Telecommunications, Inc. (Dialog), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated March 8, 2006 (Agreement) to be effective thirty (30) calendar days after the date of the last signature executing the Amendment (Effective Date).

WHEREAS, BellSouth and Dialog entered into the Agreement on March 8, 2006; and

WHEREAS, the Parties have agreed to language for two issues identified in the arbitration filing of March 3, 2006.

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Replace Section 31.3 of General Terms and Conditions with the following language:

31.3       The following language applies as indicated.

31.3.1     In Kentucky, any change or alteration to such documents made as a result of the Change Control Process (CCP), a revision to ANSI or Telcordia guidelines, other industry standards or other legal requirements shall become effective with respect to Dialog pursuant to the terms of the notice to Dialog via the applicable Internet website posting, except that if such legal requirements would be subject to Section 14.3 above, the change shall not be applicable until this Agreement is amended in accordance with Section 14.3. In all other cases, a change that (a) alters, amends, or conflicts with any term of this Agreement, or (b) changes or creates any charge or rate, or the application of any charge or rate specified in this Agreement, or (c) causes Dialog to incur material expense to implement the change, or (d) increases an interval set forth in this Agreement, will be implemented through an amendment to this Agreement.

31.3.2     In Alabama, Georgia, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee, any change or alteration to such documents made as a result of the Change Control Process (CCP), a revision to ANSI or Telcordia guidelines, other industry standards or other legal requirements shall become effective with respect to Dialog pursuant to the terms of the notice to Dialog via the applicable Internet website posting. In all other cases, a change that (a) alters, amends, or conflicts with any term of this Agreement, or (b) changes or creates any charge or rate, or

the application of any charge or rate specified in this agreement, or (c) causes Dialog to incur material expense to implement the change, or (d) increases an interval set forth in this Agreement, will be implemented through an amendment to this Agreement.

2. Replace Section 4.10.4.2.2 of Network Interconnection, Attachment 3 of the Agreement, with the following language:

4.10.4.2.2     Traffic Volume.

4.10.4.2.2.1   In Kentucky, the following language will apply. To the extent either Party has the capability to measure the amount of traffic between Dialog's switch and a BellSouth End Office and where such traffic consistently exceeds or is forecasted to consistently exceed ten (10) DS1s of traffic per month, then the Parties shall install and retain direct end office trunking sufficient to handle such traffic volumes. Either Party will install additional capacity between such points when overflow traffic exceeds or is forecasted to exceed ten (10) DS1s of traffic per month. In the case of one-way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold. To the extent direct end office-to-end office trunk groups provide network efficiency, the Parties may mutually agree to their use outside of the conditions listed below.

4.10.4.2.2.2   In Alabama, Georgia, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee, the following language will apply. To the extent either Party has the capability to measure the amount of traffic between Dialog's switch and a BellSouth End Office and where such traffic exceeds or is forecasted to exceed a single DS1 of traffic per month, then the Parties shall install and retain direct end office trunking sufficient to handle such traffic volumes. Either Party will install additional capacity between such points when overflow traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. In the case of one-way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

3. All of the other provisions of the Agreement, dated March 8, 2006, shall remain in full force and effect.
4. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

**BellSouth Telecommunications, Inc.**

By: 

*1.12* Name: Kristen E. Shore

Title: Director

Date: *7/13/06*

**Dialog Telecommunications, Inc.**

By: 

Name: Jim Bellino

Title: President

Date: July 12, 2006

Dialog Telecommunicaitons, Inc. – Amendment to modify language in General Terms and conditions and End Office Trunking